

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 6/14/2012

Action Requested By:
Water Pollution
Control

Agenda Item Type
Resolution

Subject Matter:

Global Positioning System (GPS) Mapping Services

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with Garver, L.L.C. for Global Positioning System (GPS) Sanitary Sewer Manhole Mapping Services-2012, Project No. 65-12-SP27

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This contract is to provide sanitary sewer manhole mapping services in order for the City's GIS database to stay up-to-date with the continual growth being experienced by the City for a Not to Exceed (NTE) Ceiling Price of \$79,000.00. Account No. 02-8000-0811-1338

Associated Cost:

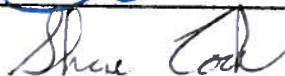
Budgeted Item: Select...

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: 

Date: 

revised 3/12/2012


Shere Cook

6/14/2012

ROUTING SLIP
CONTRACTS AND AGREEMENTS

Originating Department: **Water Pollution Control** Council Meeting Date: **6/14/2012**

Department Contact: **Shane Cook**

Phone # **256-883-3719**

Contract or Agreement: **Sanitary Sewer Manhole Mapping Agreement**

Document Name: **Garver-GPS Mapping of SS Manholes Project No. 65-12-SP27**

City Obligation Amount: **\$79,000.00**

Total Project Budget: **\$79,000.00**

Uncommitted Account Balance: **0**

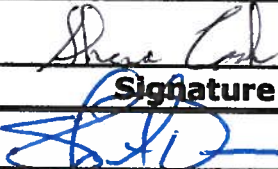
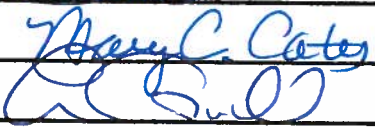

Account Number: **02-8000-0811-1338**

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

<u>Not Applicable</u>	Grant Name:
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Department	Signature	Date
1) Originating		6/4/12
2) Legal		5/31/12
3) Finance		6/16/12
4) Originating		6/6/12
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 12-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized, to enter into a contract with Garver, L.L.C. for Global Positioning System (GPS) Sanitary Sewer Manhole Mapping Services in a Not to Exceed (NTE) Ceiling Price of SEVENTY-NINE THOUSAND AND NO/100 DOLLARS (\$79,000.00) on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said contract is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and Garver, L.L.C. for Sanitary Sewer Manhole Mapping Services-2012, Project No. 65-12-SP27" consisting of a total of nineteen (19) pages plus thirty-four (34) additional pages consisting of Attachments 1-13, and the date of June 14, 2012 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 14th day of June, 2012.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 14th day of June, 2012

Mayor of the City of Huntsville,
Alabama

AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GARVER, L.L.C.
FOR
GLOBAL POSITIONING SYSTEM (GPS)
SANITARY SEWER MANHOLE MAPPING SERVICES-2012
CITY OF HUNTSVILLE

Project No. 65-12-SP27
June 14, 2012

President of the City Council of the City
of Huntsville, AL
Date: June 14, 2012

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**AGREEMENT BETWEEN
CITY OF HUNTSVILLE, ALABAMA
AND
GARVER, L.L.C.
FOR
GLOBAL POSITIONING SYSTEM (GPS)
SANITARY SEWER MANHOLE MAPPING SERVICES-2012
Project No. 65-12-SP27**

THIS AGREEMENT made as of the 14th day of June in the year 2012, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and GARVER, L.L.C. (hereinafter called MAPPING SERVICES FIRM).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1 - ENGAGEMENT OF THE MAPPING SERVICES FIRM

The OWNER hereby engages the MAPPING SERVICES FIRM, and the MAPPING SERVICES FIRM hereby accepts the engagement to provide general mapping services and consultation as a representative of the OWNER to include the following:

- 1.1 Professional sanitary sewer manhole mapping services for design of Global Positioning System (GPS) Mapping Services for the City of Huntsville, as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2 By executing this Agreement, the MAPPING SERVICES FIRM represents to the OWNER that the MAPPING SERVICES FIRM is a professional qualified to act as the MAPPING SERVICES FIRM for the PROJECT and is licensed and certified to practice mapping services by all public entities having jurisdiction over the MAPPING SERVICES FIRM and the PROJECT. The MAPPING SERVICES FIRM further represents to the OWNER that the MAPPING SERVICES FIRM will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as MAPPING SERVICES FIRM for the PROJECT until the MAPPING SERVICES FIRM's remaining duties hereunder have been satisfied. The MAPPING SERVICES FIRM shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the MAPPING SERVICES FIRM for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The MAPPING SERVICES FIRM assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the MAPPING SERVICES FIRM in connection with the PROJECT.
- 1.3 Execution of this Agreement by the MAPPING SERVICES FIRM constitutes a representation that the MAPPING SERVICES FIRM has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The MAPPING SERVICES FIRM agrees to provide all necessary mapping services required to professionally accomplish the MAPPING SERVICES FIRM's defined scope of services.

ARTICLE 2 – DESIGN SERVICES OF THE MAPPING SERVICES FIRM

- 2.1** MAPPING SERVICES FIRM shall provide for OWNER professional sanitary sewer manhole mapping services for Global Positioning System (GPS) Mapping Services for the City of Huntsville. These services shall include consultation and advice; customary civil, structural, mechanical and electrical Mapping services design services; and Architectural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.2** Upon the OWNERS authorization, the MAPPING SERVICES FIRM shall obtain new Black and White aerial photography covering all of Madison County and all parts of Huntsville in Limestone County; perform stereo compilation for 12 square miles generating new planimetric and topographic mapping, generate orthophotos for Huntsville City Limits, and generate contact prints at 1" = 1600' scale.
- 2.3** The MAPPING SERVICES FIRM shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.4** The MAPPING SERVICES FIRM shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's mapping services standards, standard specifications, and design manuals referenced in ATTACHMENT 4. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the MAPPING SERVICES FIRM in writing prior to incorporating the changes.
- 2.5** The MAPPING SERVICES FIRM shall obtain all Planning Commission approvals with regard to location, character and extent, as required.
- 2.6** The MAPPING SERVICES FIRM shall provide all products listed in Attachment 1, as required by the OWNER after completion of the project. Digital mapping shall meet National Map Accuracy Standards for 5 foot contours and orthophotos at 1":200' scale. Surveys and plats shall be done in accordance with the current "Minimum Technical Standards for Land Surveying in Alabama," as adopted by the Alabama Society of Professional Land Surveyors. Final payment will be made to the MAPPING SERVICES FIRM after mapping services have been provided to the OWNER.
- 2.7** The MAPPING SERVICES FIRM shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the MAPPING SERVICES FIRM's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.8** During the process of design and preparation of the mapping services, the MAPPING SERVICES FIRM shall review with the OWNER the project documents, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 5 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the MAPPING SERVICES FIRM shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.
- 2.9** Field surveying work is required and shall be performed in accordance with "Standards of Practice for Surveying in the State of Alabama" as required by the Alabama Board of Registration for Engineering and Land Surveyors. Surveying shall include P.K. Nails or other permanent stationing markings as well as staking of right-of-way, easements and parcels of land acquired by the City of Huntsville. Property corners shall be set at the

new right-of-way. Easements shall be staked as requested by the City of Huntsville. The above field work shall be performed as a minimum as needed at the time of right-of-way acquisition and one additional time near the 100% submittal stage as determined by the OWNER. The cost for these services is included in the fees for Basic Services.

Survey data shall be based on a US Public Land Survey System corner or quarter corner. Said corner or quarter corner shall be field verified by the surveyor and a state plane coordinate provided in deliverables submitted to the City of Huntsville. All survey work shall be based on the following datum's:

Coordinate System:	US State Plane
Zone:	Alabama East 0101
Vertical Datum:	The North American Vertical Datum of 1988 (NAVD 88)
Horizontal Datum:	The North American Datum of 1983 (NAD 83)
Geoid Model:	Geoid03
Units:	US Survey Feet

ARTICLE 3 – CONSTRUCTION ADMINISTRATION SERVICES

ARTICLE OMITTED

ARTICLE 4 - ADDITIONAL SERVICES

The following services of the MAPPING SERVICES FIRM are not included in Article 2. Nevertheless, the MAPPING SERVICES FIRM shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7 unless otherwise noted.

- 4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the MAPPING SERVICES FIRM, either in whole or in part.
- 4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the MAPPING SERVICES FIRM, either in whole or in part.
- 4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the MAPPING SERVICES FIRM, either in whole or in part.
- 4.4 Providing services not otherwise required herein which are made necessary solely by the default of the Contractor or major defects or deficiencies in the work of the contractor. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5 Providing expert witness services and other services arising out of claims.

ARTICLE 5 - RESPONSIBILITIES OF OWNER

The OWNER, without cost to the MAPPING SERVICES FIRM, will perform the following in a timely manner so as not to delay the services of the MAPPING SERVICES FIRM:

- 5.1** Assist MAPPING SERVICES FIRM by placing at MAPPING SERVICES FIRM's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2** Provide all criteria and full information as to OWNER's requirements for the PROJECT, including objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.
- 5.3** Assist the MAPPING SERVICES FIRM as necessary in acquiring access to and making all provisions for the MAPPING SERVICES FIRM to enter upon public and private lands as required for the MAPPING SERVICES FIRM to perform the work under this agreement.
- 5.4** Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by MAPPING SERVICES FIRM, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of MAPPING SERVICES FIRM.
- 5.5** When requested by the MAPPING SERVICES FIRM, the OWNER will intercede on the MAPPING SERVICES FIRM's behalf when data from, or review by, third parties is not on schedule through no fault of the MAPPING SERVICES FIRM.
- 5.6** The OWNER's review of any documents prepared by the MAPPING SERVICES FIRM or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the MAPPING SERVICES FIRM of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

ARTICLE 6 - PERIOD OF SERVICES

- 6.1** The MAPPING SERVICES FIRM shall commence services pursuant to this agreement as of June 15, 2012. The final completion date for the completion of mapping services outlined in Article 2 shall be June 15, 2013.

The MAPPING SERVICES FIRM shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The MAPPING SERVICES FIRM shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the MAPPING SERVICES FIRM, except for cause.

If the MAPPING SERVICES FIRM becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the MAPPING SERVICES FIRM's control, which may result in the schedule of performance of the MAPPING SERVICES FIRM's services not being met, the MAPPING SERVICES FIRM shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the MAPPING SERVICES FIRM's schedule, the OWNER shall promptly notify the MAPPING SERVICES FIRM. In either event, the MAPPING SERVICES FIRM's schedule for performance of its services shall be equitably adjusted.

ARTICLE 7 - PAYMENT TO THE MAPPING SERVICES FIRM

7.1 BASIC SERVICES

The OWNER shall compensate the MAPPING SERVICES FIRM for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment in a Not to Exceed (NTE) Ceiling Price of SEVENTY-NINE THOUSAND AND NO/100 DOLLARS (\$79,000.00) for mapping services described in Article 2. Additional services of the MAPPING SERVICES FIRM as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 6.

7.2 NOT TO EXCEED (NTE) CEILING PRICE

NTE Ceiling price. The City of Huntsville (COH) will not be obligated to pay the ENGINEER any amount in excess of the NTE ceiling price as per Attachment "1", and the ENGINEER shall not be obligated to continue performance if to do so would exceed the NTE ceiling price set forth in the referenced attachment, unless and until the COH notifies the ENGINEER in writing that the NTE ceiling price has been increased and specifies in the notice a revised NTE ceiling that shall constitute the NTE ceiling price for performance under this contract. NTE ceiling price increase will be done by a written change order to the contract issued by the City that will not require the ENGINEER's approval. When and to the extent that the NTE ceiling price set forth in the referenced attachment has been increased, any hours expended and material costs incurred by the ENGINEER in excess of the NTE ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the NTE ceiling price.

7.4 EFFECTIVE DATE

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

PAYMENT SUMMARY

Total contract cost Not to Exceed (NTE) Ceiling Price of

\$79,000.00

ARTICLE 8 - GENERAL PAYMENT PROCEDURE

8.1 INVOICES

8.1.1 The MAPPING SERVICES FIRM shall submit monthly invoices to Odessa Sales in the Engineering Department for the basic services described under Article 2 for the design of the PROJECT. Along with each invoice, the MAPPING SERVICES FIRM shall submit a consultant progress report known as Attachment 7. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

8.1.2 The signature of the MAPPING SERVICES FIRM on the invoice shall constitute the MAPPING SERVICES FIRM's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the MAPPING SERVICES FIRM covered by prior invoices have been paid in full, and that, to the best of the MAPPING SERVICES FIRM's knowledge, information and informed belief, the amount requested is currently due and owing, there being no reason known to the MAPPING SERVICES FIRM the payment of any portion thereof should be withheld. Submission of the MAPPING SERVICES FIRM's invoice for final payment and reimbursement shall further constitute the MAPPING SERVICES FIRM's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the MAPPING SERVICES FIRM to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 7 – Progress Report in the appropriate space provided that such action has been completed.

8.2 TIME FOR PAYMENT

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT

In the event the OWNER becomes credibly informed that any representations of the MAPPING SERVICES FIRM, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the MAPPING SERVICES FIRM until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the MAPPING SERVICES FIRM to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the MAPPING SERVICES FIRM.

8.4 REIMBURSABLE EXPENSES

8.4.1 In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: www.irs.gov/pub/irs-pdf/p1542.pdf for more information.
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

8.4.2 The MAPPING SERVICES FIRM shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

ARTICLE 9 - GENERAL CONSIDERATIONS

9.1 GENERAL

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

9.2 SUB-CONTRACTED SPECIALIZED SERVICES

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "8" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for administration of subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

9.3 PEER REVIEW

The OWNER reserves the right to conduct, at any time, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

9.4 CLARIFICATION OF WORK

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

9.5 CANCELLATION OF WORK

This Agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, ENGINEER shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of ENGINEER and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNER.

9.6 SUCCESSORS AND ASSIGNS

OWNER and MAPPING SERVICES FIRM each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, with respect of all covenants of this Agreement; except as above, neither OWNER nor MAPPING SERVICES FIRM shall assign, sublet or transfer his interest in this Agreement without written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and MAPPING SERVICES FIRM.

9.7 CHANGES

9.7.1 The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in MAPPING SERVICES FIRM's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, MAPPING SERVICES FIRM must assert any claim of MAPPING SERVICES FIRM for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.

9.7.2 If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, Mapping services fees set forth in Article 7 may be renegotiated by the OWNER and MAPPING SERVICES FIRM.

9.7 MAPPING SERVICES FIRM'S RECORDS

Documentation accurately reflecting services performed and the time expended by the MAPPING SERVICES FIRM and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the MAPPING SERVICES FIRM. The MAPPING SERVICES FIRM shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the MAPPING SERVICES FIRM receives notification of a dispute or of pending or commencement of litigation during this five-year period, the MAPPING SERVICES FIRM shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The MAPPING SERVICES FIRM shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to

inspect, examine, review and copy the MAPPING SERVICES FIRM's records at the OWNER's reasonable expense.

9.8 USE AND OWNERSHIP OF DOCUMENTS

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code or things prepared by or on behalf of the MAPPING SERVICES FIRM for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the MAPPING SERVICES FIRM. The MAPPING SERVICES FIRM hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media or computer source code prepared by or on behalf of the MAPPING SERVICES FIRM for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The MAPPING SERVICES FIRM shall be permitted to retain copies thereof for its records. The MAPPING SERVICES FIRM's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by MAPPING SERVICES FIRM will be at OWNER's sole risk and without liability or legal exposure to MAPPING SERVICES FIRM, and OWNER shall indemnify and hold harmless MAPPING SERVICES FIRM from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the contractor.

9.9 ESTIMATE OF CONSTRUCTION COST

Since MAPPING SERVICES FIRM has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, MAPPING SERVICES FIRM cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

9.10 TERMINATION FOR CAUSE

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

9.11 TERMINATION BY THE OWNER WITHOUT CAUSE

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the MAPPING SERVICES FIRM. In the event of such a termination without cause, the MAPPING SERVICES FIRM shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the MAPPING SERVICES FIRM shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

ARTICLE 10 - INDEMNITY AND INSURANCE

10.1 INSURANCE

The MAPPING SERVICES FIRM shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications. The MAPPING SERVICES FIRM shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the MAPPING SERVICES FIRM, his agents, representatives, employees or subcontractor.

10.2 MINIMUM SCOPE OF INSURANCE:

A. General Liability:

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERS Contractors Protective Insurance.

B. Commercial General Liability

Products and Completed Operations
Contractual
Personal Injury
Explosion, Collapse and Underground
Broad Form Property Damage

C. Professional Liability:

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Coverage shall be no less comprehensive than that which is carried by at least 25% of the registered MAPPING SERVICES FIRMS or mapping services firms contracting in the State of Alabama. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage.

D. Automobile Liability:

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

E. Workers' Compensation Insurance:

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations. "Waivers of Subrogation" in favor of the OWNER shall be endorsed to Workers' Compensation Insurance.

F. Employers Liability Insurance:

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

10.3 MINIMUM LIMITS OF INSURANCE:

A. General Liability:

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit
\$ 2,000,000 Products - Completed Operations Aggregate
\$ 1,000,000 Personal & Advertising Injury
\$ 1,000,000 Each Occurrence

B. Professional Liability:

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors
\$ 1,000,000 Per Claim - Other Professionals

C. Automobile Liability:

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

D. Workers' Compensation:

As required by the State of Alabama Statute

E. Employers Liability:

\$ 1,000,000 Bodily Injury by Accident or Disease
\$ 1,000,000 Policy Limit by Disease

10.4 OTHER INSURANCE PROVISIONS:

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an "Additional Insured". Additional Insured status on the Commercial General Liability policy shall be through ISO

Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis.

The policies are to contain, or be endorsed to contain, the following provisions:

A. All Coverage:

The MAPPING SERVICES FIRM is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.

10.5 ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers authorized by the State of Alabama with an A.M. Best rating of A-V or better.

10.6 VERIFICATION OF COVERAGE:

The OWNER shall be indicated as a Certificate Holder and the MAPPING SERVICES FIRM shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE MAPPING SERVICES FIRM:

The MAPPING SERVICES FIRM shall include all subcontractors and/or consultants as insured's under its policies or shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

10.8 HOLD HARMLESS AGREEMENT:

A. Other Than Professional Liability Exposures:

The MAPPING SERVICES FIRM, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the MAPPING SERVICES FIRM or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

B. Professional Liability:

The MAPPING SERVICES FIRM agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of the MAPPING SERVICES FIRM or the MAPPING SERVICES FIRM's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the MAPPING SERVICES FIRM shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence. The OWNER agrees, to the fullest extent permitted by law, to indemnify and hold harmless the MAPPING SERVICES FIRM, its officers, directors, employees and sub consultants against all damages, liabilities or cost including reasonable attorney's fees and defense cost, to the extent caused by the OWNER's negligence acts in connection with the PROJECT and acts of its contractors, subcontractors, or consultants or anyone for whom the client is legally liable.

To the fullest extent permitted by law, the MAPPING SERVICES FIRM shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the MAPPING SERVICES FIRM has reason to believe the use of a required design, process or product is an infringement of a patent, the MAPPING SERVICES FIRM shall be responsible for such loss unless such information is promptly given to the OWNER.

ARTICLE 11- MISCELLANEOUS PROVISIONS

11.1 GOVERNING LAW

This Agreement shall be governed by the law of the State of Alabama.

11.2 INTENT AND INTERPRETATION

11.2.1 The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the MAPPING SERVICES FIRM.

11.2.2 This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.

11.2.3 When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the Mapping services industry; and third, if there

is no generally accepted meaning in the Mapping services industry, according to its common and customary usage.

11.2.4 The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".

11.2.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.

11.2.6 Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

11.3 TIME IS OF THE ESSENCE

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The MAPPING SERVICES FIRM understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

11.4 SUCCESSORS AND ASSIGNS

The MAPPING SERVICES FIRM shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the MAPPING SERVICES FIRM, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.

11.5 NO THIRD-PARTY BENEFICIARIES

This Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor or, any third party, against the OWNER or the MAPPING SERVICES FIRM.

11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY

All information, documents, and electronic media furnished by the OWNER to the MAPPING SERVICES FIRM belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media shall be kept confidential by the MAPPING SERVICES FIRM, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the MAPPING SERVICES FIRM on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance.

11.7 SUBCONTRACT REQUIREMENTS

The MAPPING SERVICES FIRM shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that

these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice engineering by all public entities having jurisdiction over the PROJECT. The subcontractor (s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

11.8 NOTICES

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail, postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

11.9 STRICT COMPLIANCE

No failure of the OWNER to insist upon strict compliance by the MAPPING SERVICES FIRM with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the MAPPING SERVICES FIRM's obligations.

11.10 WAIVER

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

11.11 SEVERABILITY

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

11.12 ETHICS

The MAPPING SERVICES FIRM shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The MAPPING SERVICES FIRM shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The MAPPING SERVICES FIRM shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the MAPPING SERVICES FIRM, OWNER or PROJECT in which the MAPPING SERVICES FIRM has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the MAPPING SERVICES FIRM or in which any consultant, trade contractor, subcontractor, or supplier of the MAPPING SERVICES FIRM has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the MAPPING SERVICES FIRM and

the MAPPING SERVICES FIRM'S subconsultants shall not offer services to the OWNER'S contractor

11.13 E-VERIFY

ALABAMA IMMIGRATION ACT

Compliance with the requirements of the (Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2012-535, Code of Alabama (1975) § 31-13-1 through 31-13-30, commonly referred to as the Alabama Immigration Law, is required for City of Huntsville, Alabama contracts as a condition of the contract performance. As a condition of this agreement, pursuant to Act No. 2012-535, Code of Alabama (1975) § 31-13-1 through 1-13-30, compliance with this requirement shall be done by the ENGINEER by completion of the "City of Huntsville, Alabama Report of Ownership Form" listed as Attachment 2 in this agreement and returning the completed form to the Engineering Division either by fax to 256/427-5325 to the attention of Mary Hollingsworth, email to Mary.Hollingsworth@huntsvilleal.gov, hand delivery or mail to: City of Huntsville Engineering Division, P. O. Box 308, Huntsville, AL 35804. The form shall be returned at the time of the signing of the contract by the ENGINEER and must be submitted before the contract is presented to the City of Huntsville City Council for approval.

11.14 E-VERIFY – NOTICE

The Beason-Hammon Alabama Taxpayer and Citizen Protection Act, Act No. 2012-535, *Code of Alabama (1975) § 31-13-1 through 31-13-30* (also known as and hereinafter referred to as "the Alabama Immigration Act") is applicable to contracts with the City of Huntsville. As a condition for the award of a contract and as a term and condition of the contract with the City of Huntsville, in accordance with § 31-13-9 (a) of the Alabama Immigration Act, any business entity or employer that employs one or more employees shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien and shall attest to such by sworn affidavit signed before a notary. Such business entity or employer shall provide a copy of such affidavit to the City of Huntsville as part of its bid or proposal for the contract along with a copy of the Memorandum of Understanding as documentation establishing that the business entity or employer is enrolled in the E-Verify program. The required affidavit form for the business entity and for sub-consultants/business entities employed by the contracting business entity are included as Attachment 3 in this contract. The original affidavit for your business entity must be returned to the City of Huntsville, the affidavit for the subcontractors should be kept on file in your office, and be made available to the city if requested.

During the performance of the contract, such business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. The business entity or employer shall assure that these requirements are required of every subcontractor in accordance with §31-13-9(c) and shall maintain records that are available upon request by the City, state authorities or law enforcement to verify compliance with the requirements of the Alabama Immigration Act. Failure to comply with these requirements may result in breach of contract, termination of the contract or subcontract, and possibly suspension or revocation of business licenses and permits in accordance with §31-13-9 (e) (1) & (2) or in the case of a subcontractor, in accordance with §31-13-9 (f) (1) & (2).

11.15 ENTIRE AGREEMENT

This Agreement represents the entire agreement between the OWNER and the MAPPING SERVICES FIRM and supersedes all prior communications, negotiations, representations or agreements, either written or oral. This agreement may be amended only by written instrument signed by both OWNER and MAPPING SERVICES FIRM.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**OWNER:
CITY OF HUNTSVILLE**

BY: _____
Tommy Battle

TITLE: _____
Mayor

ATTEST: _____

Given under my hand this _____ day
of _____, 2012.

Notary Public

My commission expires _____.

**MAPPING SERVICES FIRM:
GARVER, L.L.C.**

BY: _____
Jerry D. McCarley

TITLE: _____
Regional Office Administrator

ATTEST: _____

Given under my hand this 1st day
of June, 2012.

Notary Public

My commission expires 3/28/2015

ATTACHMENT 1
SCOPE OF SERVICES

**Refer to Letter dated April 30, 2012, from Jerry D. McCarley to
Shane Cook and Attachments**



5125A Research Drive
Huntsville, AL 35805

TEL 256.534.5512
FAX 256.534.5544

www.GarverUSA.com

April 30, 2012

Mr. Shane Cook, P.E.
City of Huntsville, Water Pollution Control
1800 Vermont Road
Huntsville, AL 35802

Re: Sanitary Sewer Manhole Mapping

Dear Mr. Cook:

We appreciate the opportunity to offer this proposal to continue to provide GPS mapping of sanitary sewer manholes for the City of Huntsville Water Pollution Control Department. Garver, LLC proposes to provide the equipment and personnel to accomplish the work described in the following scope:

Scope of Work:

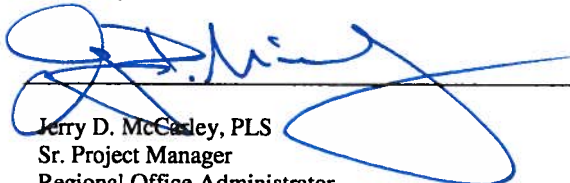
We will utilize GPS survey grade equipment as well as appropriate conventional surveying equipment where necessary to obtain XYZ coordinates for each of the manhole lids. We will also make one direct measurement from the top of each manhole ring to the center line invert. Coordinates will be referenced to the Alabama State Plane East Zone, NAD 83 and NAVD 88 Vertical based upon the 2003 Geoid. All data will be analyzed by a licensed land surveyor and submitted to the City of Huntsville a minimum of once each week. Survey control will be determined by ties to the existing City of Huntsville Geodetic Control Network as well as the CORS station located at the Huntsville Space and Rocket Center Geo Spatial Center. We will utilize Trimble and Leica GPS receivers and a Trimble Robotic Total Station for this project.


Proposed Fee Schedule:

Our proposed fee is based on a per manhole rate of \$70 each if the data can be acquired using GPS techniques only. For locations that require other survey methods an additional fee of \$90 per manhole will be applied. We are attaching a work sheet that indicates the man hours required to perform each of the associated survey tasks. Based upon the estimated number of manholes to be surveyed (1,000) and an estimate of 10% that will require conventional survey methods, our total fee for these services should not exceed \$79,000. On a monthly basis we will provide a status report, review of work and an invoice for work accomplished. Assuming a notice-to-proceed is issued on May 1, 2012, our project end date would be May 1, 2013.

We appreciate this opportunity and look forward to continuing our work with you to update and maintain your data. Please sign below to acknowledge your acceptance of this proposal and forward it to the City Engineer's Office for contact preparation.

Sincerely,


Jerry D. McCasley, PLS
Sr. Project Manager
Regional Office Administrator


Shane Cook, P.E.
Director
Water Pollution Control Department

5-1-2012
Date

05-14-12 A10:45 IN

SURVEY ESTIMATE					
Estimate Date:		30-Apr-12		Estimated By: LWC	
Project Description: WPC - SANITARY SEWER MANHOLE LOCATION AND MAPPING - CONVENTIONAL METHOD.					
TASKS	2MAN - SURVEY CREW (\$150/PER-HOUR)	2MAN - GPS CREW (\$168/PER-HOUR)	Cadd Technician (\$82/PER-HOUR)	Sr.Project Surveyor (\$105/PER-HOUR)	COST
PERSONNEL	Mark Storey Randall Byrd James Gargis	Stephen Few Robert Hood	Allen Miller Tom Irby	Wade Carpenter	
WORK REVIEW	0	0	0.1	0.1	\$19
ONSITE TRAVERSE	0.2				\$30
FIELD NOTES	0.01	0			\$2
TRAVERSE/LOCATE MH	0.15				\$23
TRANSFER DATA TO PC	0.01	0			\$2
COPY FILE NOTES	0.01	0			\$2
PROCESS RAW DATA	0			0.1	\$11
CHECK FIELD DATA		0		0.1	\$11
CREATE WEEKLY REPORT	0			0.1	\$11
EMAIL REPORT TO GIS		0	0	0.01	\$1
SPC -CONTROL	0.17	0		0.01	\$27
CHECK TRAV CLOSURE	0.1			0.1	\$26
	0				\$0
		0			\$0
		0			\$0
OTHER					
TOTALS	1	0	0	1	\$160

SURVEY ESTIMATE					
Estimate Date:		30-Apr-12		Estimated By: LWC	
Project Description: WPC - SANITARY SEWER MANHOLE LOCATION AND MAPPING - GPS METHOD					
TASKS	2-MAN - SURVEY CREW (\$150/PER-HOUR)	2-MAN - GPS CREW (\$168/PER-HOUR)	Cadd Technician (\$82/PER-HOUR)	Sr.Project Surveyor (\$105/PER-HOUR)	COST
PERSONNEL	Mark Storey Randall Byrd James Gargis	Stephen Few Robert Hood	Allen Miller Tom Irby	Wade Carpenter PLS	
WORK REVIEW	0	0.01	0.1	0.01	\$11
ONSITE TRAVERSE	0	0			\$0
FIELD NOTES		0.01			\$2
LOCATE MANHOLE		0.03			\$5
TRANSFER DATA TO PC	0	0.03			\$5
COPY FILE NOTES		0.04			\$7
PROCESS RAW DATA	0			0.01	\$1
CHECK FIELD DATA		0.15		0.1	\$36
CREATE WEEKLY REPORT	0			0.03	\$3
EMAIL REPORT TO GIS		0	0	0.01	\$1
		0			\$0
				0	\$0
	0				\$0
		0			\$0
		0			\$0
OTHER					
TOTALS	0	0	0	0	\$70

ATTACHMENT 2 - ALABAMA IMMIGRATION ACT - REPORT OF OWNERSHIP FORM

CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

A. General Information. Please provide the following information:

- Legal name(s) (include "doing business as", if applicable): Garver, LLC
- City of Huntsville current taxpayer identification number (if available): 4755
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input checked="" type="checkbox"/> LLC (Multi-Member)	Number & State: <u>604.414 : AR</u>
<input type="checkbox"/> Corporation	Number & State:
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at: www.sos.state.al.us/, under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.

D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: [Signature] Title (if applicable): Regional Office Admin.
Type or legibly write name: Jerry D. McCarley Date: 1/16/12

ATTACHMENT 3 E-VERIFY AFFIDAVIT & MOU

FORM FOR SECTIONS 9 (a) and (b) BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT; CODE OF ALABAMA, SECTIONS 31-13-9 (a) and (b)

AFFIDAVIT FOR BUSINESS ENTITY/EMPLOYER /CONTRACTOR

(To be completed as a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees)

State of Alabama

County of Madison

Before me, a notary public, personally appeared Jerry D. McCarley (print name) who, being duly sworn, says as follows:

As a condition for the award of any contract, grant, or incentive by the State of Alabama, any political subdivision thereof, or any state-funded entity to a business entity or employer that employs one or more employees, I hereby attest that in my capacity as Regional Office Administrator (state business position) for Garver, LLC (state business entity/employer/contractor name) that said business entity/employer/contractor shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien.

I further attest that said business entity/employer/contractor is enrolled in the E-Verify program. (ATTACH DOCUMENTATION ESTABLISHING THAT BUSINESS ENTITY/EMPLOYER/CONTRACTOR IS ENROLLED IN THE E-VERIFY PROGRAM)

[Signature] Signature of Affiant

Sworn to and subscribed before me this 17th day of May, 2012

I certify that the affiant is known (or made known) to me to be the identical party he or she claims to be.

[Signature] Signature and Seal of Notary Public

ELIZABETH W. AARON
Notary Public, Alabama State At Large
My Commission Expires March 8, 2015

Company ID Number: 136653

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION

MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Social Security Administration (SSA), the Department of Homeland Security (DHS) and **Garver, LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). E-Verify is a program in which the employment eligibility of all newly hired employees will be confirmed after the Employment Eligibility Verification Form (Form I-9) has been completed.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note).

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF THE SSA

1. Upon completion of the Form I-9 by the employee and the Employer, and provided the Employer complies with the requirements of this MOU, SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all newly hired employees and the employment authorization of U.S. citizens.
2. The SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. The SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. The SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by the SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
4. SSA agrees to establish a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 3 Federal Government work days of the initial inquiry.

Company ID Number: 136653

5. SSA agrees to establish a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF THE DEPARTMENT OF HOMELAND SECURITY

1. Upon completion of the Form I-9 by the employee and the Employer and after SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct:

- Automated verification checks on newly hired alien employees by electronic means, and
- Photo verification checks (when available) on newly hired alien employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, and U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act and federal criminal laws, and to ensure accurate wage reports to the SSA.

7. DHS agrees to establish a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

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8. DHS agrees to establish a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the E-Verify Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

- A. The employer agrees that all employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.
- B. Failure to complete a refresher tutorial will prevent the employer from continued use of the program.

5. The Employer agrees to comply with established Form I-9 procedures, with two exceptions:

- If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2 (b) (1) (B)) can be presented during the Form I-9 process to establish identity).
- If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist the Department with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a

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rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify ; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$500 and \$1,000 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ any employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the the SSA verification response has been given.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, support for any unlawful employment practice, or any other use not authorized by this MOU. The Employer must use E-Verify for all new employees and will not verify only certain employees selectively. The Employer agrees not to use E-Verify procedures for re-verification, or for employees hired before the date this MOU is in effect. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and the immediate termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III.B. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1 (1)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification to verify work authorization, a tentative nonconfirmation, or the finding of

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a photo non-match, does not mean, and should not be interpreted as, an indication that the employee is not work authorized. In any of the cases listed above, the employee must be provided the opportunity to contest the finding, and if he or she does so, may not be terminated or suffer any adverse employment consequences until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match, then the Employer can find the employee is not work authorized and take the appropriate action.

11. The Employer agrees to comply with section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify, discharging or refusing to hire eligible employees because they appear or sound "foreign", and premature termination of employees based upon tentative nonconfirmations, and that any violation of the unfair immigration-related employment practices provisions of the INA could subject the Employer to civil penalties pursuant to section 274B of the INA and the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-7688 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from the SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of newly-hired employees after completion of the Form I-9. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a (i) (1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to allow DHS and SSA, or their authorized agents or designees, to make periodic visits to the Employer for the purpose of reviewing E-Verify -related records, i.e., Forms I-9, SSA Transaction Records, and DHS verification records, which were created during the Employer's participation in the E-Verify Program. In addition, for the purpose of evaluating E-Verify, the Employer agrees to allow DHS and SSA or their authorized agents or designees, to interview it regarding its experience with E-Verify, to interview employees hired during E-Verify use concerning their experience with the pilot, and to make employment and E-Verify related records available to DHS and the SSA, or their designated agents or designees. Failure to comply with the terms of this paragraph may lead DHS to terminate the Employer's access to E-Verify.

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ARTICLE III

REFERRAL OF INDIVIDUALS TO THE SSA AND THE DEPARTMENT OF HOMELAND SECURITY

A. REFERRAL TO THE SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.
3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a referral letter and instruct the employee to visit an SSA office to resolve the discrepancy within 8 Federal Government work days. The Employer will make a second inquiry to the SSA database using E-Verify procedures on the date that is 10 Federal Government work days after the date of the referral in order to obtain confirmation, or final nonconfirmation, unless otherwise instructed by SSA or unless SSA determines that more than 10 days is necessary to resolve the tentative nonconfirmation..
4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO THE DEPARTMENT OF HOMELAND SECURITY

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.
2. If the Employer finds a photo non-match for an alien who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when

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the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact the Department through its toll-free hotline within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

The SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify manual. Even

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without changes to E-Verify, the Department reserves the right to require employers to take mandatory refresher tutorials.

Termination by any party shall terminate the MOU as to all parties. The SSA or DHS may terminate this MOU without prior notice if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine.

Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

The employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, and responses to inquiries under the Freedom of Information Act (FOIA).

The foregoing constitutes the full agreement on this subject between the SSA, DHS, and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer Garver, LLC

Tatiana B Herrington

Name (Please type or print)

Title

Electronically Signed

07/15/2008

Signature

Date

Department of Homeland Security – Verification Division

Company ID Number: 136653

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

07/15/2008

Signature

Date

Company ID Number: 136653

**INFORMATION REQUIRED
FOR THE E-VERIFY PROGRAM**

Information relating to your Company:

Company Name: Garver, LLC

Company Facility Address: 4701 Northshore Drive
North Little Rock, AR 72118

Company Alternate Address: 4701 Northshore Drive
North Little Rock, AR 72118

County or Parish: PULASKI

Employer Identification Number: 10733400

North American Industry
Classification Systems Code: 541

Parent Company: _____

Number of Employees: 100 to 499 Number of Sites Verified for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State.

- MISSISSIPPI 1 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Linda K Driggers	
Telephone Number:	(501) 537 - 3262	Fax Number: (501) 537 - 3407
E-mail Address:	lkdriggers@garverengineers.com	
Name:	Tatiana B Herrington	
Telephone Number:	(501) 537 - 3256	Fax Number: (501) 537 - 3407
E-mail Address:	tbherrington@garverengineers.com	

ATTACHMENT 4
CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES

1. City of Huntsville Standard Specifications for Construction of Public Improvements, Contract Projects, 1991.
2. City of Huntsville Mapping services Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

ATTACHMENT 5
DESIGN REVIEWS

0% COMPLETE - PRE-DESIGN CONFERENCE

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

CONFERENCE FORMAT

The pre-design meeting will be initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

ATTENDEES: (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

DISCUSSION TOPICS :

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of all utilities that need to be contacted.
- Tree Ordinance

REQUIRED SUBMITTALS TO THE PROJECT ENGINEER

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's subconsultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.
2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville website at <http://huntsvilleal.gov/engineering/index.php>
3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period Of Services in Article 5. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

ATTACHMENT 5
DESIGN REVIEWS

30% COMPLETE – CONCEPTUAL DESIGN

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the MAPPING SERVICES FIRM's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the MAPPING SERVICES FIRM to review the proposed field alignment of the PROJECT.

CONFERENCE FORMAT

DISCUSSION TOPICS:

- ☐ MAPPING SERVICES FIRM presents recommended design/solutions along with other options and alternatives considered.
- ☐ MAPPING SERVICES FIRM presents updates on progress of permitting requirements
- ☐ MAPPING SERVICES FIRM presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ☐ MAPPING SERVICES FIRM presents budgetary constraints

REQUIRED SUBMITTALS TO THE PROJECT MAPPING SERVICES FIRM

1. One full size print of topographic maps that have been completed. These shall be reviewed by GIS staff with comments returned to Mapping Services Firm.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 5 **DESIGN REVIEWS**

60% COMPLETE – PRELIMINARY DESIGN CRITERIA

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional plan-in-hand review may be required by the OWNER to review changes proposed from previous submittals.

CONFERENCE FORMAT

DISCUSSION TOPICS :

- ☐ GPS/Survey data status.
- ☐ Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- ☐ Update on progress in completing all contract requirements.
- ☐ Budget constraints.
- ☐ Progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.

REQUIRED SUBMITTALS TO THE PROJECT MANAGER

1. One full size print copy of all drawings that have incorporated previous comments shall be submitted, plus additional map sheets that have been completed.
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 5
DESIGN REVIEWS

90% COMPLETE – FINAL REVIEW

The review of this submittal is to ensure that the design is in accordance with directions provided the MAPPING SERVICES FIRM during the design process.

CONFERENCE FORMAT

DISCUSSION TOPICS

Discussion topics will be handled open forum.

REQUIRED SUBMITTALS TO THE PROJECT MAPPING SERVICES FIRM

1. One full size print copy of all drawings that have incorporated previous comments shall be submitted. All submittals shall be 100% complete.
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.

ATTACHMENT 5
DESIGN REVIEWS

100% COMPLETE – READY TO ADVERTISE

After the 90% review, the MAPPING SERVICES FIRM shall revise the construction documents by incorporating any comments generated during the previous design reviews. The MAPPING SERVICES FIRM shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

CONFERENCE FORMAT

DISCUSSION TOPICS

Final Scope for Work Summary.

REQUIRED SUBMITTALS TO THE PROJECT MANAGER

1. Two (2) digital file of all GIS/GPS Data.
2. One (1) set of contact prints.
3. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
4. All GIS information/data is entered into appropriate software platform.

ATTACHMENT 6 - ENGINEERS PERSONNEL FEE SCHEDULE

Garver, LLC **2012 Hourly Rate Schedule**

(These rates are effective through the duration of this contract)

Classification	Rates
Engineers	
E-6	\$ 202.00
E-5	\$ 166.00
E-4	\$ 132.00
E-3	\$ 116.00
E-2	\$ 105.00
E-1	\$ 85.00
Architect / Landscape Architect	
A-4	\$ 135.00
A-3	\$ 120.00
Planners	
P-2	\$ 124.00
P-1	\$ 104.00
Designers	
D-2	\$ 101.00
D-1	\$ 78.00
Technicians	
T-2	\$ 82.00
T-1	\$ 72.00
Surveyors	
S-5	\$ 105.00
S-4	\$ 84.00
S-3	\$ 63.00
S-2	\$ 49.00
S-1	\$ 39.00
2-Man Crew (Survey)	\$ 150.00
3-Man Crew (Survey)	\$ 186.00
2-Man Crew (GPS Survey)	\$ 168.00
3-Man Crew (GPS Survey)	\$ 202.00
Construction Observation	
C-3	\$ 142.00
C-2	\$ 101.00
C-1	\$ 78.00
Administration	
X-3	\$ 78.00
X-2	\$ 58.00
X-1	\$ 45.00

ATTACHMENT 7 - PROGRESS REPORT

(Article 8)

PROGRESS REPORT NO. _____ FOR MONTH AND YEAR _____

PROJECT _____ PROJECT NO. _____

DATE _____ CITY'S PROJECT MAPPING SERVICES FIRM

CONSULTANT _____ CONSULTANT'S PROJ. MAN. _____

CURRENT MONTH % COMPLETE: _____ PREV. MONTH % COMPLETE: _____

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED		_____
SUBCONSULTANTS PAID IN FULL		_____
CONTRACTED COMPLETION DATE:	June 15, 2013	_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 5) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? _____ YES _____ NO

*If yes, send an electronic copy to the Project engineer

COMMENTS:

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

CONSULTANT

DATE

CITY PROJECT MAPPING SERVICES FIRM DATE

ATTACHMENT 8 – SUB-CONSULTANTS ENGAGED BY THE MAPPING SERVICES FIRM
(Article 9.2)

CONSULTANT NAME AND ADDRESS	DESCRIPTION OF SERVICES	FEE
	N/A	

ATTACHMENT 9 - CONTRACT DOCUMENT REQUIREMENTS LIST

REQUIREMENT	SUBMIT TO	SUBMITTAL REQUIREMENT DATE	NUMBER OF COPIES	REFERENCE SECTION OF CONTRACT AND COMMENTS
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	1	Article 2.5
As-built	OWNER	After completion of construction	N/A	Article 2.7
Products or materials specified by the MAPPING SERVICES FIRM that are available from only one source.	OWNER	Prior to 100% submittal.	N/A	Article 2.2
Approval of contractor's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the contractor.	N/A	Article 3.4
Approval of contractor submittals	OWNER	So as to cause no delay to the contractor or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	N/A	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	MAPPING SERVICES FIRM	So as to not delay the services of the MAPPING SERVICES FIRM.	1	Article 5.1, 5.2
Notification of delays.	MAPPING SERVICES FIRM; OWNER	Promptly	4	Article 6.1
MAPPING SERVICES FIRM's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7

Any claim of MAPPING SERVICES FIRM for adjustment as a result of a contract change.	OWNER	Within 30 days from notification of change.	2	Article 9.6.1
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.7
Termination notification.	OWNER or MAPPING SERVICES FIRM	7 days prior to termination.	1	Article 9.12; 9.13
Certificate of Insurance for MAPPING SERVICES FIRM.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and attachment 5.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 7	1 hard; 1 digital	Attachment 5
Drawings.	Project MAPPING SERVICES FIRM	30% complete design review, 60% design review, 90% review, and 100% complete.	2	Attachment 5
Final Cost Analysis.	Project MAPPING SERVICES FIRM	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 5
Hydraulic reports.	Project MAPPING SERVICES FIRM	60% design review.	N/A	Attachment 5
Preliminary plans for utilities.	Project MAPPING SERVICES FIRM	60% design review.	N/A	Attachment 5
Traffic Control plan.	Project MAPPING SERVICES FIRM	60% design review.	N/A	Attachment 5
Results of geotechnical investigations.	Project MAPPING SERVICES FIRM	60% design review.	N/A	Attachment 5

Technical specifications.	Project MAPPING SERVICES FIRM	90% review, 100% complete.	N/A	Attachment 5
Design calculations.	Project MAPPING SERVICES FIRM	90% review, 100% complete.	N/A	Attachment 5
Digital copy of drawings.	Project MAPPING SERVICES FIRM	100% complete.	2	Attachment 5
Digital text files.	Project MAPPING SERVICES FIRM	100% complete.	N/A	Attachment 5
Permits.	Project MAPPING SERVICES FIRM	100% complete.	N/A	Attachment 5
Field notes.	Project MAPPING SERVICES FIRM	100% complete.	2	Attachment 5
Digital aerial photography.	Project MAPPING SERVICES FIRM	100% complete.	N/A	Attachment 5
Digital terrain model in format	Specified by City	100% complete	2	Attachment 5
Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 7

ATTACHMENT 10 - REQUIREMENTS FOR DOCUMENT SUBMITTALS

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project MAPPING SERVICES FIRM.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and MAPPING SERVICES FIRM's name. Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block. As built drawings shall be so designated in the revision block.

Unless otherwise specified by the Owners Project MAPPING SERVICES FIRM, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

Submittals required by the state of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project MAPPING SERVICES FIRM. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Digital files shall be submitted by 4-3/4" CD ROM, 3 and 1/2 inch floppy disk, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word format.

All spreadsheets shall be in Microsoft Excel 2007 format.

A schedule showing the critical paths shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project MAPPING SERVICES FIRM.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project MAPPING SERVICES FIRM and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of MAPPING SERVICES FIRMS standard, "EM 1110-1-1000, Mapping services and Design - Photogrammetric Mapping". <http://www.usace.army.mil/inet/usace-docs/eng-manuals/em1110-1-1000/toc.htm>

ATTACHMENT 11

ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS

DRAWINGS:

Individual Parcels

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
 - Before
 - After
 - Taking
- *All Parcels shall be closed shapes (polygons).*
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

Overall Project Land Acquisition Maps

- Total project drawing in dgn or dxf format
- Indicate the following:
 - Stationing on Centerline
 - Existing Right-of-Way
 - Proposed Right-of-Way
 - Existing Easements
 - Proposed Easements
 - Existing Pavement
 - Proposed Pavement/Sidewalks/Structures
 - Existing Structures
 - Property Ownership

Color Standards

(SAMPLE)

<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

DESCRIPTIONS:

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

GENERAL:

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required.
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate Value of the point of beginning.

ATTACHMENT 12

United States National Map Accuracy Standards

With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:

1. **Horizontal accuracy.** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. **Vertical accuracy,** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. **The accuracy of any map may be tested** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. **Published maps meeting these accuracy requirements** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. **Published maps whose errors exceed those aforesaid** *shall omit from their legends all mention of standard accuracy.*
6. **When a published map is a considerable enlargement** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. **To facilitate ready interchange and use of basic information for map construction among all Federal mapmaking agencies,** *manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

ATTACHMENT 13 - GIS BASE MAP

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			

40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						